

## EDMONDS MONTESSORI, LLC TUITION AGREEMENT

This agreement (the “Agreement”) is between **Edmonds Montessori, LLC**, a Washington limited liability company (the “School”) and \_\_\_\_\_ (the “Guardian”) for the benefit of \_\_\_\_\_ (the “Student”) and is effective on the date signed by both Parties (“Effective Date”). The School and Guardian are referred to in this Agreement individually as “Party” or collectively as the “Parties.”

### RECITALS

- A. The School offers a ten-month **Academic Year** (September thru June) for children ages 3 to 6 years old.
- B. The Guardian wishes to enroll the Student into the School’s academic program for the academic year of \_\_\_\_\_, and the School desires to enroll the Student in its academic program for such year, subject to the terms and conditions as provided in this Agreement and its attachments.

**THEREFORE**, in consideration of the mutual promises outlined below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

### AGREEMENTS

- 1. **Incorporation**. The above recitals are hereby incorporated by reference.
- 2. **Duties**. The School agrees to provide the following services as listed in **Exhibit A**, attached hereto and incorporated by reference. The Guardian agrees to comply with the payment schedule and guidelines as listed in **Exhibit B**, attached hereto and incorporated by reference.
- 3. **Term**. This Agreement shall become effective as of the Effective Date and shall remain in place until the expiration of the \_\_\_\_\_ academic year, unless terminated as provided herein (“Term”).
- 4. **Termination**. Failure to comply with this Agreement, the parent handbook, breaching school policy, threatening, injuring, and harassment of staff and/or students by any parent or students, could result in the immediate termination of this Agreement and the disenrollment of the Student without refund.
- 5. **Billing and Collections**. The terms of tuition payment are attached as **Exhibit B**.
- 6. **Payment Election**. Guardian has elected to pay tuition for this academic year through the following payment plan:

\_\_\_\_\_ (INITIALS) Lump Sum Payment

\_\_\_\_\_ (INITIALS) 10 Installment Payments

7. **Notices.** Any notice, approval, consent or other communication under this agreement shall be in writing and shall be considered given when delivered in person or mailed by to the parties at the addresses indicated below. It is the agreed duty of both parties to inform each other of any changes in their contact information by no later than five business days of the change.

**Email and Mail Address for Notices to Edmonds Montessori:**

700 Main Street Rm 121 Edmonds, WA 98020  
office@edmondsmontessori.com

**Email and Mail Address for Notices to Guardian:**

\_\_\_\_\_.

8. **Withdrawals.** By enrolling the Student, the School expects the Student to attend the School for the full academic year. The Guardian understands that there are annual fixed costs for the school that are incurred based on enrollment each year. The Guardian also understands that the School does not maintain a rolling enrollment list or open enrollment during the year. The School is only able to offer affordable and competitive rates due to this annual enrollment model. The Guardian understands that withdrawal mid-term causes hardship for the School.

If the Student is unable to complete the full academic year at the School, the Guardian shall provide notice to the School thirty (30) days in advance, as well as one monthly payment for the month after withdrawal. Notice shall be provided in writing via email or mail. Withdrawals after April 1<sup>st</sup> require May and June payments.

*Example:* Parent provides written notice of withdrawal to school via email on March 28<sup>th</sup>. The school considers the last day of enrollment 30 days later - April 27<sup>th</sup>. Parents are responsible for May and June payments.

*Example:* Parent provides written notice to school on October 3<sup>rd</sup>, last day of enrollment is considered November 2<sup>nd</sup>. Parent is responsible for December tuition payment.

Guardian understands the above withdrawal policy from the tuition agreement requires thirty (30) days written notice to the school prior to withdrawal AND one (1) Monthly payment due upon actual withdrawal.

9. **Absences.** The School does not provide make-up days where the Student is absent for any reason, nor does the School provide refunds, adjustments, or any other discount for absences, illnesses, pandemics, vacations, holidays, or weather closures.

- 10. Governing Law; Jurisdiction and Venue.** This agreement shall be governed by and construed in accordance with the substantive law applicable to contracts executed and performed in the State of Washington. The parties' consent to jurisdiction in and venue of the Superior Court of Snohomish County, State of Washington.
- 11. Legal Fees.** In the event that legal proceedings are commenced by either party in connection with this Agreement, the prevailing party shall be entitled to seek its reasonable attorney fees and expenses, including investigation costs, incurred in such proceedings.
- 12. Assignment.** Neither Party shall assign their rights and obligations under this Agreement without the prior written approval of the other party.
- 13. Complete Agreement and Amendments.** This document contains a complete statement of all representations, warranties, covenants and agreements by and between the parties, superseding all prior representations, warranties, covenants and agreements, written or oral. This agreement may be amended or supplemented only by a subsequent writing signed by all parties.
- 14. Waiver of Breach.** The waiver by either party of a breach of violation of any provisions of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision.
- 15. Severability.** If any provision of this agreement is deemed by any court having jurisdiction to be invalid or unenforceable, the other provisions of this agreement will remain intact and enforceable.
- 16. Captions and Headings.** The captions or headings in this Agreement are made for convenience and general reference only and should not be construed to describe, define, or limit the scope and intent of the provisions of this Agreement.
- 17. Counterparts.** This agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the dates below:

**SIGNATURES:**

\_\_\_\_\_  
Guardian Printed Name

\_\_\_\_\_  
Date Signed by Guardian

\_\_\_\_\_  
Guardian Signature "I understand and agree that by signing and/or initialing this document electronically it will be treated as my legal signature, binding me to the terms above."

\_\_\_\_\_  
Christi Kreft, President of Edmonds Montessori

\_\_\_\_\_  
Date Signed by E.M., LLC

## **EXHIBIT A**

### **EDMONDS MONTESSORI SERVICES**

Edmonds Montessori provides Montessori style education, instruction, and empowerment for early childhood age children. Our course of study comes from the teachings of Maria Montessori; that the child learns from exploration. There are 7 elements that our curriculum is developed around.

Practical Life: The skills of daily living  
Sensorial: Exploring the world  
Mathematics: From concrete to abstract  
Language: From spoken to written  
Cultural: Geography and History  
Foreign Language: Japanese class  
Art & Music: Integrated into the prepared environment

Edmonds Montessori empowers its students to explore the prepared environment that centers around care of the person, environment, social relations, and movement. Detailed information on practical life, sensorial, mathematics, language, cultural, foreign language, art and music exercises provided within the prepared environment can be found on pages 13-17 of the Parent Handbook. Edmonds Montessori curriculum operates on a 3-year rotation; Year 1, Year 2 and Year 3 follow an outline of topics, subjects and areas of study found on pages 20-22 of the Parent Handbook.

Edmonds Montessori will focus on providing a warm and pleasant environment where children are encouraged to explore, test their own ideas, and learn through trial and error. Developmentally appropriate strategies will be used to ensure children also learn to respect each other, the environment and materials. Children will be treated with respect. When behavior must be corrected, it will be in a kind and gentle manner consistent with the circumstances of the child's cognitive development. Redirection is our form of behavior management. A key concept in Montessori education is respect of each child as an individual. Words, as well as actions, convey this respect, our teachers practice the art of "active listening" and "I-statements" to help children with their own feelings. Each student at Edmonds Montessori has the right to learn in a nurturing and safe environment without fear of physical or emotional harm inflicted by others. At all ages, we work with our students to solve problems with words, not by hitting, biting, or running away. As guides to understanding how to make good decisions and choices we can help children develop positive feelings about themselves, and other people in the world.

Edmonds Montessori, we encourage our students to explore their environment. We guide each child, providing consistency, and a sense of order that allows them to work at their own pace. The teachers, are kind, gentle patient and repetitious. We give group and individual lessons; we do not rush or overwhelm them. We strive to know the children as individuals; nurturing their social, emotional and developmental characters into lifelong learners.

**EXHIBIT B**  
**PAYMENT TERMS AND CONDITIONS**

1. **Payment Plans.** The School offers two payment plans: Lump Sum Payment and Installment Payments.

1.1: **Lump Sum Payment.** The balance of the annual tuition fee is paid on or before September 1 of the Academic Year. Timely Lump Sum Payments are entitled to a five percent (5%) discount.

1.2: **Installment Payments.** The Guardian shall pay the balance of the annual tuition fee in ten (10) equal monthly payments (the “Payments” or “Payment”) from September to June (the “Academic Year”). The Payments shall commence on September 1 in the year of the Academic Year, and each Payment shall be due on the first (1<sup>st</sup>) day of each month of the Academic Year. Each Payment shall be in the amount of ten percent (10%) of the annual tuition fee, or \$\_\_\_\_\_. Installment payments not received by the fifth (5<sup>th</sup>) day of each month during the Academic Year will be subject to a late fee of forty dollars (\$40).

2. **Multiple Child Discounts.** If Guardian has more than one child (biological or legally adopted) concurrently enrolled during the academic year, a fifteen percent (15%) discount shall be applied **only** to tuition fees for **each additional sibling** (legally adopted or biological). This discount is evaluated at the beginning of each academic year. Guardians are encouraged to clarify which discounts may apply at the beginning of each academic year.
3. **Registration Fees.** All registration fees are non-refundable, regardless of the reason.
4. **Returned Check.** A \$40 fee will be charged for all returned checks made payable to Edmonds Montessori, regardless of the reason or the amount of the check. If a check is returned, the School shall require all future payments to be made by certified funds only (cashier’s check, money order, cash).
5. **Requesting Alternative Payment Plans.** In the event of an emergency, the Guardian may submit a request for an alternative payment plan. Such requests should be made with as much advance notice as possible. Any request for an alternative payment plan must be submitted in writing in person to Christi Kreft or sent via certified mail to Edmonds Montessori at the address listed in the Agreement. Edmonds Montessori must approve any

alternative payment plan requests in writing. The terms and conditions of any alternative payment plan shall be signed by all Parties. Adopting an alternative payment plan shall not constitute a waiver of any rights, duties or obligations under the Agreement.

6. **Collections.** Continued failure to comply with the payment plan agreed upon between the Parties will result in the delinquent account being sent to collections, as well as any other remedies under the Tuition Agreement. Guardians shall be notified of delinquent accounts as follows:

**6.1: Due Dates.** All payments on plans, unless agreed to in a signed writing between the Parties, are due by the first (1<sup>st</sup>) day of each month during the Academic Year. Payments shall be considered past due if not received by the School on the fifth (5<sup>th</sup>) day of each month during the Academic Year. If the Parties have entered into an alternative payment plan, the due date shall be agreed upon and shall be considered past due on the fifth day following the due date.

**6.2: Interest.** Any past due amounts referred to collections or entered as final judgment against the Guardian will bear an interest rate of 12% per annum. School will also seek their attorney's fees and costs to recover any past due tuition payments.

**6.3: Notices.** Guardian(s) shall be notified in writing of any delinquency via email or mail at the addresses specified in their Tuition Agreement prior to referral of the past due balance to collections. After the first delinquency, final notice will be provided upon the second consecutive delinquency. Final Notice shall inform the Guardian that the past due balance will be referred to collections if it is not received within five business days ("five-day grace period").

**6.4: Referral.** The past due balance may be referred to collections at any time after the final notice has been issued to the Guardian(s) and the five-day grace period have passed.

**6.5: Alternative Payments.** If the Parties have entered into an alternate payment plan, the terms of the plan shall govern when payment is due to the School. Failure to comply with the terms of the alternative payment plan shall result in the account being referred to collections at any time after a missed alternative payment.

7. **Termination.** Failure to follow the terms of the Agreement and this Payment Terms and Conditions shall result in the suspension and/or termination of the Student's enrollment in the School until the Guardian's account is no longer delinquent.